

EXHIBIT

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The Law Offices of Avrum J. Rosen

A Professional Limited Liability Company

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AVRUM J. ROSEN

DEBORAH L. DOBBIN
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(+ also admitted in New Jersey)

January 23, 2023

VIA ELECTRONIC MAIL

Golyan Enterprises, LLC
99-44 62nd Avenue
Rego Park, New York 11374

Re: Chapter 11 Bankruptcy Retainer for Golyan Enterprises, LLC

Dear Sirs / Madams:

It was a pleasure speaking with you. This letter will confirm that you have agreed to retain the Law Offices of Avrum J. Rosen, PLLC (the “Firm”) as general bankruptcy counsel for the preparation and filing of a Chapter 11 petition for Golyan Enterprises, LLC (the “Client”).

The retainer required for the filing of the Chapter 11 petition will be \$30,000.00. The court-imposed filing fee of \$1,738.00 is in addition to our fee. The total amount required at this time is \$31,738.00, which will be deposited in this Firm’s IOLA account pending disbursement. This retainer will cover the consultations necessary to the filing of the Chapter 11 petition, the preparation of the petition, schedules, statements and related first day motions and retention applications as well as all other matters in this case. Of course, all post-petition professional fees will be subject to bankruptcy court approval after notice and a hearing, and are not limited by the amount of the retainer agreement.

Our fee for this representation will be based upon our usual hourly time charges which are presently \$670.00 per hour for the undersigned and \$395.00 to \$570.00 per hour for associate attorney time, plus disbursements. Disbursements advanced by our Firm may include such items as the costs of transcripts of depositions, expert and investigative fees, long distance telephone calls, photocopying, computerized legal research through Lexis, travel expenses, court filing fees, messenger service, process server fees, and similar costs. Certain of such items, if performed in-house, are charged at more than our direct costs to cover administration overhead.

Our hourly rates are periodically adjusted, usually on January 1. In the event that this matter proceeds past that date, any attorney time expended will be billed at that prevailing hourly rate. You will be notified in advance of any such increase in our hourly rates.

Please be advised that in order to confirm a proposed Chapter 11 plan, you and or the Client will be required to pay the Firm's outstanding legal fees, after same are approved by the bankruptcy court.

Payment by a Third Party

In the event a party, other than the party represented in this Chapter 11 case, remits payment to the Firm, please be advised that the Firm will only take direction from the Client without regard to the source of payment. Also, please be advised that the Firm as a duty to the Client and the Client's bankruptcy estate.

Electronic Storage of the Client's Information

To enhance the efficiency of our practice, the Firm uses a variety of technology, including third party cloud-based platforms, to store documents, communicate with clients and other activities. We have exercised due care in selecting vendors whose security and management practices meet or exceed applicable ethics requirements and engage in ongoing monitoring and oversight of their services. You consent to our use of these services to store the Client's files, communicate with you and carry out other necessary tasks related to the representation.

The Chapter 11 Process

During the course of the Chapter 11 case, the Client will be required to take certain actions. The Client will be required to establish a Debtor-in-Possession bank account. I will provide you with a list of banks approved by the United States Trustee at which you can open such an account. All of the Client's obligations must be paid via this account and this account only.

Further, the Client will be required to file Monthly Operating Reports ("MORs"). The Client may prepare its MORs. If the Client believes that it cannot prepare the MORs, the Client would need to retain an accountant and an application to retain one while in bankruptcy must be filed with the court. Failure to provide MORs constitutes grounds to dismiss the Client's bankruptcy case or cause the conversion of the case to Chapter 7. The United States Trustee will send the Client a bill, on a quarterly basis, in which it will assess a fee based upon the Client's disbursements. The Client is **required** to pay these bills as they become due. **Failure to pay these bills constitutes grounds to dismiss the Client's bankruptcy case or cause the conversion to Chapter 7.**

We will have to prepare schedules and a Statement of Financial Affairs and other documents for the Court. The Client will provide the requested information for these forms in a timely manner. You, as a representative of the client, will be required to attend the Individual Debtor Interview, the Section 341(a) Meeting of Creditors and regular status hearings before the Court. The Court usually schedules these hearings every three months during the pendency of the case.

We will prepare and file a Chapter 11 plan and disclosure statement. This will be provided to the Client's creditors for the creditors to decide whether to accept or reject the Client's proposed

Chapter 11 plan. I will advise you on this procedure as we get closer to the event. The goal is to confirm a plan of reorganization.

Right to Arbitrate Fee Disputes

Please be further advised that you have the right to arbitrate any fee dispute between \$1,000.00 and \$50,000.00 in a civil matter. If, in any fee dispute, you select arbitration, the arbitration result shall be final and binding. In addition, any unused portion of the retainer will be returned to the Client. Lastly, before proceeding to arbitration, the parties may agree to mediate any dispute.

If the foregoing meets with your approval, please sign this retainer agreement and return it to us. If you have any questions concerning this case, or any other matter, do not hesitate to contact me.

We look forward to being of assistance to you.

Very truly yours,

/s/

Avrum J. Rosen

READ AND AGREED TO:

By: /s/ Daniel Faraidoon Golyan

Daniel Faraidoon Golyan, as Trustee of MARA 2015 Irrevocable Trust - Member

By: /s/ Pari Golyan

Pari Golyan as Trustee of:

MARA 2015 Irrevocable Trust – Member

NDBE 2015 Irrevocable Trust – Member

SGJ 2015 Irrevocable Trust - Member

By: /s/ Pranses Golyan

Pranses Golyan as Administrator of Estate of Bijan Golyan